

AKSA USA WARRANTY GUIDE **FOR USA & CANADA**

STAND-BY LIMITED WARRANTY **TWO (2) YEAR /** **2000 HOUR BASIC**

This guide has been prepared to provide a convenient reference to AKSA POWER GENERATION USA, LLC.'s (hereinafter referred to as "AKSA USA") WARRANTY policies and procedures for the end user, for the limited warranty period indicated below. According to AKSA USA warranty policies, each product will be free from defects in material and workmanship, and will perform under normal use and service from valid start up performed by AKSA USA approved service personnel.

This limited warranty shall apply only when the product has been properly installed, serviced, and operated in accordance with the applicable AKSA USA Instruction Manuals. According to this limited warranty policies, the liability of AKSA USA shall be limited to the replacement, repair, or appropriate adjustment of the product, at AKSA USA's option. Malfunctions occurring from normal wear and tear, or by damage, misuse, repair or service by unauthorized person(s); this limited warranty does not apply.

AKSA USA shall not be liable for any claim greater in amount than the purchase price of the product at issue or any claim without AKSA USA's approval, and in no event shall AKSA USA be liable for any special, indirect, or consequential damages. State Laws regarding the rights of consumers may vary from state to state.

LIMITED WARRANTY PERIOD

Parts and labor for twenty-four (24) months will begin with the commissioning of the product(s). In all cases, the warranty period will expire no later than thirty (30) months from the date of shipment from AKSA USA or after 2,000 operation hours, whichever occurs first.

Accessories (for description of accessories and items excluded from this limited warranty, review the listings below): Parts and labor for one (1) year from date of shipment.

LIMITED WARRANTY CONDITION

The Start-up Checklist must be completed and returned to AKSA USA within 45 days of the installation & startup date. The warranty period will start from the ship date of the genset if start-up checklist (which is located in the genset documents) is not received.

Aksa USA limited warranty will not be valid or enforceable unless:

(1) All maintenance records are kept on file with the end user and made available upon request from AKSA USA, and (2) the installation meets all the guidelines, standards, recommendations (as laid out by product installation

guide), all local and state codes and standards, and (3) The Genset, in accordance with instructions, is routinely exercised, (4) Genset is under an official maintenance contract through an approved AKSA USA service dealer.

The following items do not extend the limited warranty period:

- Genset or system idle time
- Downtime during performed warranty repair and/or replacement

Warranty Service may only be performed by AKSA USA approved service providers. Service(s) provided by any unauthorized person(s) will void this limited warranty.

WARRANTY VOID/NOT COVERED IF:

1. Any type of unauthorized modification (such as increasing power or performance) or improper use, damages due to faulty repairs and including operation after discovery of defective or worn parts will void this warranty
2. Failure due to act of God or anything beyond manufactures control such as earthquake, storm, flood, fire, etc
3. Any damage due to situations beyond the control of the manufacturing of the product or workmanship of the product
4. Damage or defects caused by normal wear and tear, misuse or accident
5. Failure due to improper application and/or improper sizing
6. Failure due to operating the generator at speeds, load or conditions in contrast to the generator specifications
7. Performance complaints in which no defect is found.
8. Any associated costs for replacing components that are found not to be defective.
9. Any expenses incurred investigating performance complaints unless defective Aksa materials and/or workmanship were the direct cause of the problem
10. Any expenses associated with investigating performance complaints in which no defect is found
11. Installation or operation outside the guidelines as stated in the Installation Guide and Owner's Manual
12. Any adjustments covered in the start up and inspection forms that are to be completed during start up
13. Any installation errors or damage of the equipment when shipped as ordered
14. Additional costs associated with inaccessible installations, including but not limited to removal and reinstallation of the generator set.
15. Any special access fees required to gain access to Aksa Power Generation equipment, including but not limited to any training or safety policy requirements to gain access
16. Damage related to animal, and/or insect infestation
17. Non-AKSA approved replacement part(s) will void this warranty

18. Failures and progressive damage resulting from the use of a part not approved with written consent by Aksa
19. Normal maintenance costs, including but not limited to adjustments, loose, and/or leaking fittings or clamps, and tune-ups performed during start-up or anytime thereafter.
20. Any failure caused by contaminated fluids and engine fluids
21. Service and maintenance, such as Genset cleaning, replacement of consumable parts, Lubrication, etc.
22. Consumable articles, such as oil, grease, fan belt, gaskets, fuses, or clutch lining, all filters, cables, bulbs, fuel injection nozzles, starting batteries, glow plugs and other similar parts.
23. Battery or batteries of any type or kind. The battery manufacturer's warranty, if any, is the only warranty that applies to batteries. Any warranty claim should be handled with the manufacturer according to its policies
24. Modes of transportation deemed abnormal
25. Loading or unloading costs
26. Loss or damage caused by carrier
27. Shipping damage of any type. If damages occurred during shipping, customer must file claims with shipping company
28. Due to shipping, manufacturer is not responsible for loose connections. All connections must be checked at time of start-up
29. Overtime, Holiday, or emergency labor rates (8 hours is standard time in a day)
30. More than one trip to the job site because a service vehicle was not stocked with "normal" service parts and equipment as defined by Aksa.
31. Lodging expenses of person(s) performing service, unless approved in advance by factory.
32. Any repair labor time that is determined to be excessive, e.g., two or more people performing a one-person job.
33. Excess mileage charges. Any approved service provider may perform warranty service anywhere, but will only be paid for mileage expenses from the nearest service center and limited 300 miles round trip
34. Repairs required as the result of improper handling, storage or protection
35. Failure due to misrepresentation, bi-fuel conversion or misapplication of the equipment such as usage outside the original design parameters as stated on the nameplate of the equipment
36. Enclosures that are rusting due to improper installation, location in a harsh or saltwater environment or scratched where integrity of paint applied is compromised
37. Corrosion of the metals in the presence of high levels of humidity / salty environment
38. Diesel engine "Wet Stacking" occurs due to lightly loaded diesel engines.
39. Units purchased for Standby Power Applications that are being used in a Prime Power Applications.
40. Rental Equipment used during warranty work including but not limited to generators, rigging equipment such as crane or boom truck, load banks, and special test equipment above factory requirements

41. Telephone, facsimile, cellular phone, satellite, Internet, or any other communication expenses

* If there are questions as to coverage under this limited warranty, it is advisable to contact the factory in advance of filing a claim.

WARRANTY COVERAGE

AKSA USA warrants AKSA's GENSET to be free from defects in materials and components.

Failures that meet the criteria outlined below may be considered as warrantable failures:

1. Must occur within the published warranty period of the Genset
2. Must be the result of a defect in materials or workmanship by the manufacturer
3. Must not be listed under "Warranty Void/Not Covered", or "Vendor Components"

The accessories that are limited to one (1) year parts and labor from date of shipment include but are not limited to:

- Battery Charger
- Controller
- Water Heater
- Fuel Tanks and Trailers
- Generator Enclosure
- Cords, receptacles, and cord reels
- Gas Flex pipes
- Housing lights, space heaters and associated equipment

COMPONENTS ARE WARRANTED BY AKSA USA THROUGH THE RESPECTIVE MANUFACTURER OF SUCH COMPONENTS

Vendor components that are warranted direct to the user-purchaser by the manufacturer, include, but are not limited to the following items. These components are not directly warranted by AKSA USA, but rather through their perspective manufacturers.

- * Engine (Perkins, Iveco, John Deere, Cummins, or Mitsubishi)
- * Alternator (Marathon, or Stamford)

*** Failures of these components are to be directed to the representative manufacturer's local service claims. Proof of purchase may be required for warranty. The Owner/Dealer/Distributor may contact AKSA USA regarding any components located in "Vendor Component" section, however, all claims must be sent to their respected manufacturer.**

**** EXPRESSED OR IMPLIED WARRANTIES SHALL NOT BE VALID.**

AKSA POWER GENERATION USA, LLC.

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